OSTEOPATHIC INGENUOUSNESS.

A singularly illuminating paragraph is to be found on page 12 of Number 5 of Volume 10 of *"The Western Osteopath,"* published by the California Osteopathic Association, Elkan Gunst Building, San Francisco. In an article referring to the College of Osteopathic Physicians and Surgeons, of Los Angeles, and signed by Robert W. Bowling Dean, we find the following delicious morsel:

"Our Board has thought it advisable to discontinue commissions formerly paid to those stimulating matriculations, believing that our friends would be anxious to speak favorably of us because of our merit, rather than for the small commissions offered."

This follows close upon the action of the Board of Examiners, which Dr. Molony helped along, allowing graduates of this school to apply for licenses to practice medicine and surgery. Can it be that there is any connection between the action of the Board of Examiners—and Dr. Molony—and the action of the Osteopathic school in stopping the payment of commissions for bringing in matriculants?

SOME ADVICE.

A short while ago the JOURNAL treated of the rights and duties of physicians in so far as they were not obliged to undertake to treat any patient if they did not want to; or must do their best if they undertook to do so. Having accepted a call, or agreed to treat a patient, the physician has entered into what is known at law as an implied contract; and the law will require of him that he live up to his part of it or give the patient redress if he does not do so. The law requires of the physician that he will *use* reasonable care, skill and good judgment. *Use* is the essential word, for no matter how much skill and ability the physician may have, let him be the greatest specialist in his line in the world, and if he neglects to use reasonable care, skill and good judgment in treating any single patient, that patient has cause of action against him. The plea of great or preeminent ability never excuses the slightest negligence or carelessness or forgetfulness. And this has been the law for at least six thousand years, so you can see it is no new thing. The law does not attach blame or penalty to the physician for a *mistake* in judgment or treatment; it does not hold anyone to be infallible. But it certainly does emphasize the difference between an honest mistake and negligence—and it punishes the latter by admitting recoveries. When a physician undertakes to treat and does treat a patient, he says, in effect, "I am possessed of the amount of skill, knowledge, ability and judgment which is possessed by the average man who practices medicine in my community or in similar communities and under similar circumstances in other parts of the country, and I will faithfully *use* my skill, knowledge, ability and judgment in treating you." If it can be shown that he, in fact, did *not* do what he undertook to do, then he is liable to the other party to the contract, the patient. If he honestly did do what he undertook to do, and the result is nevertheless bad, or unsatisfactory, the law does not hold him liable; for the law contemplates the possibility of poor results in spite of best efforts and does not permit the mere *result* to be considered as indicating negligence. If he deos not visit or see the patient often enough to properly guide the treatment, or if he vacates himself without giving the patient a chance to get another doctor, or if he sends another doctor who is not competent or who is drunk or the like, then he himself is liable to the patient; for he has not lived up to his contract. It behooves him to keep careful records of his visits, treatments and the like; for he does not know when he may be called upon to substantiate some time or date or act. A case involving $2,500 award against the physician hinged upon the point as to whether he changed a dressing on a certain Wednesday or on the following Sunday; he could prove it to be the Wednesday and the judgment of the trial court was reversed and he was relieved of the penalty; and this he did from his visit book which he kept himself. Little things make big results; be very careful.

ON HOSPITALS.

The liability of hospitals is well recognized. They stand in relation to the patient, very similarly to the physician. When a hospital throws open its doors to receive and care for patients, and actually does receive and care for patients, it is a party to an implied contract and if it fails to live up to the letter of its part of the contract, it is liable to the patient in damages and the patient, or the estate, may recover. It says to the patient, in effect, "We will properly and carefully and skilfully, care for you and furnish you proper attention and food and nursing and guard you from unnecessary risks and generally safeguard your health under the direction of your physician, whose instructions will be faithfully carried out." If it fails to do these things, or is negligent, it is liable. A private hospital was held liable in damages for the burning to death of an old man when the building burned as the result of the negligence of the furnace-tender. A charity hospital was held liable in damages for the burning of a patient with a hot water bottle which had been prepared and put in her bed by a 14-year-old girl who had been told to do it by the cook. A hospital was held in an award of $7,000 for allowing a nurse, by mistake, to administer mercury bichloride to a patient, with fatal results. The whole question of liability and recovery hinges upon due and proper care and the use of good judgment; if these things can be proved, no award will be allowed; but they must be well proved. The law deals very strictly with all undertakings involving the life and health of people, and has done so for many centuries. No one is required to have dealings with sick or injured people; but those who voluntarily do so, must do what they agree to do or pay the penalty. And the wisdom of the ages has said that this is right and should be so.